BILL NO. S-85-04-19

SPECIAL ORDINANCE NO. S- 64-85

AN ORDINANCE approving Contract #408-85, Phase V, Southwest Interceptor S-2, GM by the City of Fort Wayne by and through its Board of Public Works and Safety and Indiana Construction Corporation.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the annexed Contract #408-85, Phase V, Southwest Interceptor S-2, GM, made a part hereof, by the City of Fort Wayne by and through its Board of Public Works and Safety and Indiana Construction Corporation, is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

> a sanitary sewage pumping station to interconnect Phase III and Phase IV of this resolution, the centerline of said pump station being located 50± LF East and 122± LF South of the centerline of the bridge structure on Coverdale Road over the Robinson-Brindel Drain. Pump Station to have a maximum capacity of 4.0 MGD;

the Contract price is One Hundred Sixty-One Thousand Eighty-Six and No/100 Dollars ($161,086.00).

SECTION 2. Prior Approval was received from Council with respect to this Contract on March 12, 1985. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and ~~Public Hearing to be held~~ after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.

DATE: 4-9-85

Madelyn Eckert
Chief Deputy
SANDRA E. ~~KENNEDY~~, CITY CLERK

Read the third ~~time~~ in full and on motion by Henry, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	V				
BURNS	V				
EISBART	V				
GiaQUINTA	V				
HENRY	V				
REDD	V				
SCHMIDT	V				
STIER	V				
TALARICO					

DATE: 4-23-85

Madelyn Eckert
Chief Deputy
~~SANDRA E. KENNEDY~~, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE (RESOLUTION) NO. S-64-85.

on the 23rd day of April, 19 85,

ATTEST:

Madelyn Eckert
Chief Deputy
~~SANDRA E. KENNEDY~~, CITY CLERK

(SEAL)

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of April, 19 85, at the hour of 11:30 o'clock A.M.,E.S.T.

Madelyn Eckert
Chief Deputy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of April, 19 85, at the hour of 9:00 o'clock A.M.,E.S.T.

WIN MOSES, JR., MAYOR

CONTRACT NO. 408-85
PHASE V

THIS CONTRACT Made and entered into in six (6) copies this 27th day of March, 1985, by and between INDIANA CONSTRUCTION CORP., herein called CONTRACTOR and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

SOUTHWEST INTERCEPTOR S-2; Phase V

A sanitary sewage pumping station to interconnect Phase III and Phase IV of this resolution, the centerline of said pump station being located 50± LF East and 122± LF South of the centerline of the bridge structure on Coverdale Road over the Robinson-Brindel Drain. Pump station to have a maximum capacity of 4.0 MGD,

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11141, Sheets 1 through 8 inclusive, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the peformance of the contract the unit price sum of $161,086.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

1.	Move in and Site Preparation	Twenty-Two Thousand Five Hundred Ninety-Eight and no/100 Dollars	$ 22,598.00
2.	Concrete Structure	Forty-One Thousand and no/100 Dollars	$ 41,000.00
3.	Valve Vaults W/Valves	Two Thousand Five Hundred and no/100 Dollars	$ 2,500.00
4.	Piping and Mechanical	Three Thousand Three Hundred and no/100 Dollars	$ 3,300.00
5.	Discharge Piping and Final Connection Phase III	Five Thousand Three Hundred and no/100 Dollars	$ 5,300.00
6.	Install 36" and Final Connection Phase IV	Two Thousand and no/100 Dollars	$ 2,000.00
7.	Electrical and Controls	Thirty-Six Thousand and no/100 Dollars	$ 36,000.00

8.	Coal Tar Epoxy in Wet Well	Two Thousand and no/100 Dollars	$ 2,000.00
9.	Cleanup, Seeding, Landscaping & Miscellaneous	Seven Thousand Five and no/100 Dollars	$ 7,500.00
	FOR DELETION OF 1 PUMP & MOTOR DEDUCT		
11A.	Alternate Type "A"	Six Thousand Seven Hundred Fifty and no/100 Dollars	$ 6,750.00

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the jobsite as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for

in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

Upon contract award, the Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he/she has complied with Section 5, 68 and 69 of the Workmen's Compensation Act, approved 14 March 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-14 or any supplemental statutes thereof). It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties, hereto that Contractor indemnify and hold harmless the City of Fort Wayne, Indiana.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana, of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (M/FER/6 - M/FER/8)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of the City of Fort Wayne, attached hereto and made a part hereof. (WR/1)

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 408-85, Phase V,
B. Instructions to Bidders for Contract No. 408-85, Phase V,
C. Contractor's Proposal dated March 06, 1985,
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11141 sheets 1 thru 8 inclusive,
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23,

1980, and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department,

F. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne,
G. Non Discrimination of Labor General Ordinance No. G-34-78 (as amended),
H. Prevailing wage scale,
I. Performance Bond,
J. Labor and Material Payment Bond,
K. Comprehensive Liability Insurance Coverage,
L. Application for road cut permit (City and County)
M. Escrow Agreement,
N. Notice of Award,
O. Notice to Proceed,
P. Change Order,
Q. Notice of Final Acceptance,
R. Special Provisions, and
S. Allen County Drainage Board legal drain permits.
T. Addendum No. 1

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with Instructions to Bidders, Section 12.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract by October 01, 1985. See Special Provisions for liquidated damages.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within sixty (60) days after the

date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Bob F. Jesse
Bob F. Jesse, President

BY: Gregg F. Weisman
Gregg F. Weisman, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses
Win Moses, Jr., Mayor

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. J. Snouffer
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiester
David J. Kiester,
Director of Public Works and Safety

Cosette R. Simon,
Director of Administration and Finance

Lawrence D. Consalvos
Lawrence D. Consalvos,
Director of Public Safety

Approved by the Common Council of the City of Fort Wayne, Indiana, on the _____ day of _____, 19 85 .

Contract No. 408-85
Phase V

PERFORMANCE BOND

Know all men by these presents, that

INDIANA CONSTRUCTION CORP.
Name of Contractor

4625 Industrial Road; P. O. Box 10147; Fort Wayne, Indiana 46850
Address of Contractor

a Corporation hereinafter called
Corporation, Partnership, or Individual

Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY
Name of Surety

456 North Meridian Street, Indianapolis, IN 46204
Address of Surety

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of ONE HUNDRED SIXTY-ONE THOUSAND EIGHTY-SIX DOLLARS & NO/100 dollars ($ 161,086.00) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administratiors, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into a certain contract with the City, dated the 27th Day of March, 19 85, for construction of: CONTRACT No. 408-85, Phase V, Southwest Interceptor S-2; Phase V
All according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11141, Sheet one through eight and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompaning the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specification; and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in _____ Number counterparts, each one of which shall be deemed an original, this _____ day of _____, 19_____.

ATTEST:

Gregg F. Weisman
Principal, secretary
Gregg F. Weisman

(SEAL)

Dorothy A. Kopper
Witness as to principal Notary

4625 Industrial Road
Address

Fort Wayne, Ind 46825

INDIANA CONSTRUCTION CORP.
Principal

By: Bob F. Jesse (S)
Bob F. Jesse, President

4625 Industrial Road
P. O. Box 10147
Fort Wayne, Indiana 46850
Address

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety

ATTEST:

N/A
Surety, secretary

(SEAL)

Dorothy A. Kopper
Witness as to Surety Notary

4625 Industrial Road
Address

Fort Wayne, Ind 46825

By: Duane E. Lupke
Attorney-in-Fact

456 North Meridian Street
Address

Indianapolis, IN 46204

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Contract No. 408-85
Phase V

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

INDIANA CONSTRUCTION CORP.
Name of Contractor

4625 Industrial Road; P. O. Box 10147; Fort Wayne, Indiana 46850
Address of Contractor

a Corporation, hereinafter called Principal
Corporation, Partnership or Individual

and UNITED STATES FIDELITY AND GUARANTY COMPANY
Name of Surety

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne and Indiana Municipal Corporation in the penal sum of ONE HUNDRED SIXTY-ONE THOUSAND EIGHT-SIX Dollars ($161,086.00) (value of work) for the payment whereof well and truely to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 27th day of March, 19 85, for the construction of: Contract No. 408-85, Phase V, Southwest Interceptor S-2; Phase V

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11141, Sheet one through eight and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications; and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 19_____.

ATTEST:

Gregg F. Weisman
Principal, Secretary
Gregg F. Weisman

(SEAL)

INDIANA CONSTRUCTION CORP.
Principal

By: Bob F. Jesse (S)
Bob F. Jesse, President
4625 Industrial Road
Address
P. O. Box 10147
Fort Wayne, Indiana 46850

Dorothy A. Koppes Notary
Witness as to Principal

4625 Industrial Road
Address

Fort Wayne, Ind 46825

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety

By: Duane E. Funke
Attorney-in-Fact

456 North Meridian Street
Address

Indianapolis, IN 46204

ATTEST:

N/A
Surety, Secretary

(SEAL)

Dorothy A. Koppes Notary
Witness as to Surety

4625 Industrial Road
Address

Fort Wayne, Ind 46825

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ACORD CERTIFICATE OF INSURANCE

PRODUCER

Lupke-Rice Associates
P. O. Box 11309
Fort Wayne, IN 46857

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Indiana Construction Corp.
4625 Industrial Road
P. O. Box 10147
Fort Wayne, IN 46850

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	INA Insurance Company
COMPANY LETTER B	American States Ins. Co.
COMPANY LETTER C	Cincinnati Insurance Co.
COMPANY LETTER D	
COMPANY LETTER E	

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	EACH OCCURRENCE	AGGREGATE
**	GENERAL LIABILITY						
	X COMPREHENSIVE FORM						
A	X PREMISES/OPERATIONS	GO 1534907	1/1/85	1/1/86	BODILY INJURY	$ 500	$ 500
	X UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE	$ 250	$ 250
	X PRODUCTS/COMPLETED OPERATIONS				BI & PD COMBINED	$	$
	X CONTRACTUAL						
	X INDEPENDENT CONTRACTORS				PERSONAL INJURY		$ 500
	X BROAD FORM PROPERTY DAMAGE						
	X PERSONAL INJURY						
	AUTOMOBILE LIABILITY						
	X ANY AUTO				BODILY INJURY (PER PERSON)	$	
B	X ALL OWNED AUTOS (PRIV PASS)	BA-120002	1/1/85	1/1/86	BODILY INJURY (PER ACCIDENT)	$	
	X ALL OWNED AUTOS (OTHER THAN PRIV PASS)				PROPERTY DAMAGE	$	
	X HIRED AUTOS				BI & PD COMBINED	$ 500	
	X NON-OWNED AUTOS						
	GARAGE LIABILITY						
	EXCESS LIABILITY						
C	X UMBRELLA FORM	CCC 289 0002	1/1/85	1/1/86	BI & PD COMBINED	$ 5,000	$ 5,000
	OTHER THAN UMBRELLA FORM						
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	C 22457573	1/1/85	1/1/86	STATUTORY		
						$ 100	(EACH ACCIDENT)
						$ 500	(DISEASE-POLICY LIMIT)
						$ 100	(DISEASE-EACH EMPLOYEE)
**	OTHER						

The City of Fort Wayne, Indiana, Owner, Owens-Russell Associates, Architects and his Consultants and each of their officers, agents and employees are named as "Additional Insure

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

All Operations of the Insured

For: Contract #408-85 - Phase V - Southwest Interceptor S-2, Sewage Pump Station, Fort Wayne, Indiana (Contract $161,086.00)

CERTIFICATE HOLDER

City of Fort Wayne,
City-County Building
1 Main Street
Fort Wayne, Indiana 46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Duane E. Lupke, President
LUPKE-RICE ASSOCIATES

ACORD 25 (7/84) © IIB / ACORD CORPORATION 1984

LUPKE RICE ASSOCIATES

BINDER

500 Commerce Building • 127 West Berry Street • P.O. Box 10718 • Fort Wayne, Indiana 46853 • (219) 424-4150

City of Fort Wayne, City-County Building
1 Main Street, Fort Wayne, IN 46802 (Owner)
Owens Russell Associates (Architects) and
Indiana Construction Corp. (Contractor)
P. O. Box 10147, Fort Wayne, Indiana 46802

Pending the issuance of a policy, and in consideration of the stipulations below, the companies listed are bound from 12:01 AM Standard Time to 12:01 AM Standard Time at the address shown above.

Type of Insurance	Limits of Liability	Company
"All Risk" Builders Risk for Contract #408-85-Phase V-Southwest Interceptor S-2, Sewage Pump Station Fort Wayne, Indiana	$161,086.00	Indiana Insurance Company

Builders Risk includes:

$50,000 Off Premises & Transit
Coverage - Full Flood & Earthquake

Subject to $500.00 deductible

This Company binds the kind(s) of insurance stipulated above. This insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Date: March 22, 1985

Lupke-Rice Associates

Duane E. Lupke

LUPKE-RICE ASSOCIATES

Agent - Duane E. Lupke

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 95626

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Duane E. Lupke, Donald L. Coffey, Stephen E. Stewart, Barbara J. Hause, Edward B. Rice, Walter H. Lupke, Jr., Walter E. Boose and Virginia T. Axson of the City of Fort Wayne, State of Indiana, its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~the said~~ anyone of the said Duane E. Lupke and the said Donald L. Coffey and the said Stephen E. Stewart and the said Barbara J. Hause and the said Edward B. Rice and the said Walter H. Lupke, Jr. and the said Walter E. Boose and the said Virginia T. Axson

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 23rd day of March, A. D. 19 84

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) James D. Rector
By ..... *Vice-President.*

(SEAL)

(Signed) Robert G. Bruce
..... *Assistant Secretary.*

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 23rd day of March, A. D. 19 84, before me personally came James D. Rector, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Robert G. Bruce, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said James D. Rector and Robert G. Bruce were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 86

(SEAL) (Signed) Margaret M. Hurst
..... *Notary Public.*

STATE OF MARYLAND, BALTIMORE CITY, } Sct.

I, Saundra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 23rd day of March, A. D. 1984

(SEAL) (Signed) Saundra E. Banks
..... *Clerk of the Circuit Court for Baltimore City.*

FS 3 (1-83)

PRINTED IN U.S.A.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, James M. Carroll , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Duane E. Lupke, Donald L. Coffey, Stephen E. Stewart, Barbara J. Hause, Edward B. Rice, Walter H. Lupke, Jr., Walter E. Boose and Virginia T. Axson

of Fort Wayne, Indiana , authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

James M Carroll

.....

Assistant Secretary.

Admn. Appr. 696

TITLE OF ORDINANCE Contract #408-85, Phase V, Southwest Interceptor S-2, GM

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety I-85-04-19

SYNOPSIS OF ORDINANCE Contract #408-85, Phase V, Southwest Interceptor S-2, GM, is for a sanitary sewage pumping station to interconnect Phase III and Phase IV of this resolution, the centerline of said pump station being located 50± LF East and 122± LF South of the centerline of the bridge structure on Coverdale Road over the ~~Robinson-Brindel Drain. Pump Station to have a maximum capacity of 4.0 MGD.~~ Indiana Construction Corporation is the Contractor.

PRIOR APPROVAL RECEIVED 3/12/85

EFFECT OF PASSAGE Pumping station to serve above.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $161,086.00

ASSIGNED TO COMMITTEE

BILL NO. S-85-04-19

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract #408-85, Phase V, Southwest Interceptor S-2, GM by the City of Fort Wayne by and through its Board of Public Works and Safety and Indiana Construction Corporation

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES		NO
	THOMAS C. HENRY CHAIRMAN	
	JANET G. BRADBURY VICE CHAIRWOMAN	
	DONALD J. SCHMIDT	
	JAMES S. STIER	
	CHARLES B. REDD	

CONCURRED IN 4-23-85,

SANDRA E. KENNEDY
CITY CLERK